

### Chapter 5

## TRAINING

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## SECTION 1: DEFINITIONS

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***Personal adjustment training*** means training and activities of daily living skills to compensate for visual loss.

***Post-Secondary education*** means training in institutes of higher education in two-year or four-year universities, colleges, technical schools, or vocational schools that will result in a college degree.

***Vocational training*** means training of a technical or trade nature, which may lead to a certificate or license but probably not a college degree. Examples are apprenticeships or on-the-job situations in cooking, engine repair, massage, etc.

***Training offset*** means a stipend paid to an individual to participate in an otherwise unpaid job tryout situation. This may be a vocational evaluation tool to determine an individual's readiness for employment, suitability for a particular occupation, and/or need for additional vocational training and preparation.

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## SECTION 2: GENERAL POLICY

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As appropriate to the vocational rehabilitation needs of each individual and consistent with each individual's informed choice, training services may be provided as described herein. An out-of-state training facility may be chosen. However, if

comparable training is available in state at less cost, DBVI's monetary share in those costs, if any, will not exceed the amount it would have cost at the in-state facility.

### **SECTION 3: POST-SECONDARY EDUCATION**

#### **1. General Guidance**

Criteria for DBVI participation in financing post-secondary education:

- a. There is evidence of the individual's intellectual ability and interest by prior performance or testing.
- b. The educational training will lead to a specific vocational goal or occupational "family" which is compatible with the individual's interests, capacities and abilities and the counselor and individual concur that the training will allow the individual to pursue employment in his/her chosen field.

#### **2. Spending Guidelines**

No training or training services in an institution of higher education may be paid for with DBVI funds unless maximum efforts have been made by DBVI and the individual to secure grant assistance in whole or in part from other sources to pay for that training. DBVI's financial sponsorship in post-secondary education shall be considered only after all comparable services and benefits including loans, scholarships, and grants have been explored. DBVI's participation may not meet all of a student's unmet need; students should be expected to participate in a college's work-study program unless precluded by the disability(ies).

DBVI may authorize up to \$100 per credit per semester for direct school costs. These costs include tuition, fees, and room and board. Other expenses, e.g., transportation, readers, books, or other special accommodations will be considered separately. The educational institution should provide all accommodations required by law.

The person should be expected to maintain a "C" average or 2.0 GPA for continued DBVI funding; if such grades are not maintained, the counselor and individual shall re-evaluate the training plan.

Note – Although post-secondary training requires a determination of the availability of comparable services and benefits, books, including alternative format books

accessible by computer and taped books, tools, and other training materials do not require such determination.

### **3) Exceptions to the Spending Guidelines**

The counselor may allow an exception to the spending guidelines if the individual meets one or more of the following conditions:

- a) Has a significant disability with multiple needs and related costs such that the repayment of an educational loan will cause undue hardship given his/her projected earning capacity.
- b) Becomes ineligible for the expected level of funding assistance through grants and loans due to a reduction in the availability of these funds.
- c) Is unable to participate in a work-study program and or work between semesters due to the significance of the disability.
- d) Suffers a substantial reduction in personal resources.
- e) Must attend an unusually expensive facility due to the nature of the disability.
- f) Realizes unexpected needs that impair the ability to contribute to his/her education.
- g) Would be unable to continue his/her educational program without DBVI participation beyond established spending guidelines.

### **4) Sponsorship of Programs at the Graduate Level**

DBVI may sponsor graduate-level work under the following conditions:

- a) The individual obtained an undergraduate degree prior to becoming disabled and is unable to continue or obtain employment in this field due to the disability.
- b) The individual has been unable to locate suitable employment after obtaining an undergraduate degree due to the educational requirements of the chosen field.
- c) Graduate studies are required to enter the chosen field.

Individuals being sponsored by DBVI in a graduate program shall be expected to maintain a "B" or 3.0 GPA.

## **SECTION 4: VOCATIONAL TRAINING**

### **1) General Guidance**

Vocational training includes training in trades programs, specific training programs for the blind, apprenticeships, on-the-job training, accredited home study courses, and adult education courses not intended to provide a college degree and for which Vermont Student Assistance Corporation financial assistance is not generally applicable.

### **2) Spending Guidelines**

The Director or designee must approve any vocational training costs exceeding \$5,000. Any tools, equipment, supplies and training materials may be provided separately (see policies on Occupational Licenses, Tools, Equipment, Initial Stock & Supplies) and will not be included in this \$5,000 guideline.

### **3) Exceptions to Spending Guideline**

The counselor, in consultation with the Director or designee, may make exception to these guidelines if:

- a) There are no less expensive alternatives of comparable quality for the chosen training; and
- b) The counselor and person concur that the likelihood of successful employment upon completion of the vocational training is good.

## **SECTION 5: ON-THE-JOB TRAINING**

### **1) General Guidance**

On-the-job training (OJT) is provided directly by an employer or trainer under the auspices of the employer. The work activities take place during the normal course of business. The individual is hired as an employee receiving at least minimum wage (or Vermont Department of Labor waiver).

- a) Criteria for DBVI participation:

- i) When the nature of an individual's disability with resultant adaptations and accommodations will require him/her to undergo more extensive training than is usually provided.
  - ii) The individual has the requisite aptitudes for and interest in the job.
  - iii) The employer agrees to continue the employment after the training has been successfully completed unless it was otherwise agreed that employment will only last for the training period.
- b) An OJT agreement between DBVI and the employer should specify, to the degree possible, the following:
- i) Job title or description; ii) Training period;
  - iii) Training fee (means of payment). This should represent wages paid to the trainer for time spent in training activities and extra costs incurred by the employer to complete the training;
  - iv) Consumer shall be afforded all rights available to other employees during the training period;
  - v) Job skills/tasks to be taught.

A sample OJT agreement is included as the final page of this chapter.

Progress reports should specify the person's proficiency in necessary job skills and work habits, behavior and adjustment.

## 2) **Spending and Related Guidelines**

- a) DBVI may furnish a training fee to serve as an incentive to the employer and as compensation for the training required by the person. This fee should be negotiated individually for each person but should not exceed \$3,000 for up to a 6-month training period.
- b) **Work Experience** - an individual may receive training on a job site but not be an employee. These part time work experiences are an opportunity to evaluate career choices and develop skills. A training offset may be provided by DBVI along with supports and accommodations needed to perform the job duties. Special guidelines are applicable:

- i) Special arrangements have been made through the Vt. Division of Risk Management to help ensure that the host employer-trainer is not liable in the event that the consumer is injured on the work site or if property is damaged. An exception to the above would be if a consumer is injured due to host employer-trainer negligence. The Div. of Risk Management may provide proof of insurance if a prospective employer-trainer desires it.
- ii) Caution must be taken to assure any unpaid, non-employee training arrangement at a job site complies with applicable U.S. Department of Labor's Wage & Hour laws which govern topics such as the duration of such an unpaid arrangement when the host employer-trainer may be benefiting from the work being done by the consumer.
- iii) A training offset may be paid at a rate of \$10/day up to \$60/day for up to 30 hours per week for a maximum of 8 weeks or for a total of 240 hours.

## **SECTION 6:      PERSONAL ADJUSTMENT TRAINING**

### **1) General Guidance**

The rehabilitation teachers and orientation and mobility instructors at the specialized non-profit agency have traditionally provided training in activities of daily living skills. These skill areas include, at a minimum, the following:

- a) Self-care including personal hygiene and grooming, eating, dressing and minimal homemaking duties such as housecleaning, shopping, meal preparation etc.
- b) Communication including the use of braille, tape recorders, writing templates, large print and low vision aids when used for reading or writing, directory assistance and large print/tactual telephone dials, etc.
- c) Mobility including traditional orientation and mobility techniques as well as accessing public transportation and volunteer paid driver service.
- d) Peer counseling including acceptance of disability, building self-esteem and self- advocacy.

## **2) Spending Guidelines**

DBVI contracts with the specialized non-profit agency on an annual basis for the provision of personal adjustment training services. Hourly rates are negotiated between the DBVI Director and the CEO of the specialized non-profit agency.

When the cost of comprehensive personal adjustment training exceeds \$3,000 or there is participation at a residential rehabilitation facility, the record of services shall provide justifying documentation of this expenditure.

The spending and related guidelines in this chapter will be reviewed by DBVI every three years with input of the State Rehabilitation Council.

## **DIVISION FOR THE BLIND AND VISUALLY IMPAIRED ON –THE-JOB TRAINING AGREEMENT**

This is an agreement by and between the State of Vermont, Department of Disabilities, Aging and Independent Living, acting by and through the Department's Division for the Blind and Visually Impaired (DBVI), the ("*Trainer/Employer*"), and ("*Consumer*") as follows:

On-the-job training shall be provided to ("*Consumer*") for the position of ("*Job title or description*"). This training will begin on (*date*) and will extend for the training period of (*date or weeks or months*). .

DBVI agrees to provide all necessary accommodations, including job coach as necessary and adaptive equipment deemed appropriate:

DBVI agrees to pay ("*Trainer/Employer*") \$(*week, month, training period*) upon receiving a properly executed bill.



*(“Trainer/Employer”)* agrees to provide progress reports *(as arranged with DBVI)*.

This agreement may be terminated by any party by providing written notice (5) days in advance. If terminated, DBVI shall be liable for payment only for those services performed prior to the effective date of termination.

Consumer:\_\_\_\_\_ Date:\_\_\_\_\_

Trainer/Employer:\_\_\_\_\_ Date:\_\_\_\_\_

DBVI:\_\_\_\_\_ Date:\_\_\_\_\_

## **Division for the Blind and Visually Impaired**

### **Work Experience Agreement**

This agreement by and between the State of Vermont, Department of Disabilities, Aging and Independent Living, acting by and through the Department's Division for the Blind and Visually Impaired ("Department") , ("Training site"), and ("Consumer") as follows:

Work Experience opportunity for ("Consumer") for the position \_\_\_\_\_. This work experience will begin on \_\_\_\_\_ and it will extend for the period of \_\_\_\_\_ week(s).

("Department") agrees to provide all necessary accommodations, deemed appropriate:

("Training site") shall not be held liable for any injury incurred by ("Consumer") for the duration of this assessment.

("Department") shall provide a training offset to (Consumer").

This agreement may be terminated by ("Department"), ("Training site"), or ("Consumer"), as deemed necessary.

Consumer:\_\_\_\_\_Date:\_\_\_\_\_

Training site:\_\_\_\_\_Date:\_\_\_\_\_

Department:\_\_\_\_\_Date: \_\_\_\_\_